

TERMS & CONDITIONS

Capital.com – TradingView Campaign

These Terms and Conditions (the “**Campaign Terms**”) govern the participation of new and existing customers (“**you**”, “**your**” or “**customer**” as appropriate) of **Capital Com (UK) Limited** (“**CCUK**” or the “**Firm**”) in the Firm’s campaign with TradingView (the “**Campaign**”).

These Campaign Terms are supplemental to the [CCUK Terms and Policies](#).

By participating in the Campaign you are accepting, and agree to be bound by, these Campaign Terms.

1. Campaign Benefits.

- 1.1. Individuals satisfying conditions listed in clause 2 below are eligible for a **free annual TradingView Pro subscription** (the “**Sponsored Subscription**”) (*Note: Technically there will be a free monthly subscription extended each month for up to 12 months*).

2. Eligibility.

- 2.1. The Sponsored Subscription is available to all new and existing customers of CCUK, who within the Campaign Period (as defined at clause 3.1 below) satisfy all of the following conditions (together, the “**Campaign Conditions**”):
 - a) are natural persons;
 - b) have an opened CCUK Account (*Note: Capital.com Accounts with other Capital.com group entities are not eligible for the Sponsored Subscription*);
 - c) have deposited an equivalent of USD 1,500.00 to their CCUK Account within the Campaign Period (*Note: any deposits made in a currency other than US Dollars shall be recalculated at the prevailing internal CCUK exchange rate*);
 - d) have an open active TradingView Account with Basic subscription;
 - e) agree to these Campaign Terms;
 - f) have applied for the Sponsored Subscription via support@capital.com; and
 - g) have logged into their CCUK Account via the TradingView Account.
- 2.2. The Sponsored Subscription is available only for one CCUK Account per customer.
- 2.3. Before contacting support@capital.com to apply for the Sponsored Subscription, you should already satisfy the Campaign Conditions listed in clauses 2.1 (a)-(e) above.
- 2.4. Your participation in the Campaign is subject to CCUK’s approval. CCUK reserves the right, in its sole and absolute discretion, to reject your participation in the Campaign, despite you fully satisfying the Campaign Conditions, without any cause or penalty, and without assigning any reason. For instance, your participation may be rejected if CCUK knows or suspects you to have violated the applicable [CCUK Terms and Policies](#) when using CCUK Platform.
- 2.5. For the avoidance of doubt, if you already have an active TradingView Pro or other TradingView paid subscription when applying for the Sponsored

Subscription, you will not get the Sponsored Subscription and you will not be compensated for the TradingView subscription you already have.

- 2.6. To keep the Sponsored Subscription active, you will need to use your CCUK Account via your TradingView Account at least once a month from the moment of first login. In the event that you do not follow this requirement, your Sponsored Subscription will be deactivated. You may restore it by contacting support@capital.com.

3. Campaign Period.

- 3.1. The **Campaign Period is 15 May 2023 - 15 August 2023.**
- 3.2. To qualify for the Sponsored Subscription, you must satisfy (complete) all the Campaign Conditions within the Campaign Period.

4. Campaign Suspension and Cancellation.

- 4.1. CCUK reserves the right at any time, in its sole and absolute discretion, without notice or assigning any reason, without any cause or penalty, to suspend or cancel the Campaign as a whole or the Sponsored Subscriptions of particular Campaign participants.
- 4.2. In particular, CCUK shall be entitled to suspend or cancel your Sponsored Subscription for any of the following reasons:
 - a) you violate [CCUK](#) or TradingView Terms and Policies when using the CCUK Platform or the TradingView platform;
 - b) your CCUK or TradingView Account is closed (terminated) for any reason;
 - c) in any other case where CCUK considers you are engaging (or have engaged) in abusive practices with respect to your participation in the Campaign.

5. Campaign Terms Amendment.

- 5.1. CCUK reserves the right at any time, in its sole and absolute discretion, to change the Campaign Conditions, the Campaign Period or any other provisions of these Campaign Terms, when and how it deems it appropriate. The current (up to date) version of the Campaign Terms is available https://img.capital.com/docs/T&C_TradingView_Pro_UK
- 5.2. CCUK will notify customers of any material changes to the Campaign Terms via e-mail, and of any non-substantial changes by posting the updated Campaign Terms [here](#). Any such changes shall be binding on customers immediately upon such notification.
- 5.3. Your continuing use of the Sponsored Subscription shall be treated as acceptance of the current (any any subsequent) version of the Campaign Terms.

6. Liability Exclusion.

- 6.1. CCUK's liability for any and all damages, losses, costs, expenses and taxes arising out of your use of the Sponsored Subscription or your entering into these Campaign Terms is hereby fully excluded (to the extent possible under applicable law). For the avoidance of doubt, CCUK explicitly excludes any responsibility or liability for any views, comments or recommendations provided on the TradingView Platform.

- 6.2. In particular, CCUK does not bear any liability for the decisions you make, whether while trading with CCUK Account or elsewhere, based on the information provided under the Sponsored Subscription.
- 6.3. You are also fully responsible for payment of any taxes which may arise out of provision of the Sponsored Subscription to you.
- 6.4. Your use of the Sponsored Subscription is governed by the applicable TradingView subscription terms and conditions. You are required to read them carefully before applying for participation in the Campaign.

7. **Governing Law.**

- 7.1. The interpretation, construction, effect and enforceability of these Campaign Terms shall be governed by the laws of England and Wales.

8. **Jurisdiction.**

- 8.1. CCUK and you submit to the exclusive jurisdiction of the courts of England and Wales to settle any suit, action or other proceedings related to these Campaign Terms.

9. **Definitions.**

Campaign Conditions - the conditions of eligibility set out at clause 2 of these Campaign Terms;

Campaign Period - the period of the Campaign as set out at clause 3.1 of these Campaign Terms;

Campaign Terms - these Terms and Conditions, which govern the Campaign;

CCUK or the **Firm** - Capital Com (UK) Limited, a UK company, with registration number 10506220, authorised and regulated by the Financial Conduct Authority (Firm Reference Number: 793714), with its registered office at 2nd Floor, 4 Orchard Place, London SW1H 0BF;

CCUK Platform – CCUK’s trading platform available via <https://capital.com/> or via the Firm’s mobile app.

CCUK Account – the trading account a customer has on CCUK Platform with CCUK;

Campaign – the provision of the Sponsored Subscription under these Campaign Terms;

Sponsored Subscription - the access to a free annual subscription to TradingView Pro;

TradingView Account – the account a customer has on the TradingView platform.